

# Arts & Culture Department Artist in the Classroom Contract School Year 2013-2014

## **AGREEMENT**

This Agreement is entered into by and between the City of Sedona, a municipal corporation ("City"), and an Independent Contractor ("Contractor").

#### RECITALS

City desires to provide Arts Education Program through the Artist in the Classroom Project, which provides quality arts education for the students in Sedona; and Contractor desires to provide arts instruction.

NOW, THEREFORE, in consideration of the mutual premises set forth herein, the parties agree as follows:

## AGREEMENT FOR COMPENSATION

City will pay Contractor \$25 per 60-minute classroom hour for only those hours preapproved by the Arts Education Coordinator in the 2013-2014 school year.

Contractor hereby agrees to perform the following services: arts instruction in the Artist in the Classroom Project of the Arts Education Program.

This agreement is subject to the provisions of A.R.S. Section 38-511 et. seq. and may be canceled pursuant thereto.

#### RELEASE CLAUSE

Contractor hereby releases City from liabilities for all Federal, State, and Social Security tax for all services rendered by Contractor for the City, and will acknowledge the receipt of the Federal Form 1099, which will, if applicable, be issued at the end of the calendar year by the City.

To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold harmless the City, its agents, officers, officials, and employees from and against all tortuous claims, damages, losses, and expenses (including, but not limited to, attorney's fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, or services of Contractor, its agents, or employees in performance of this Agreement.

# CONTRACTUAL ACCEPTANCE

Contractor Signature	City of Sedona, Arts and Culture Staff
Contractor Address	 Date
City, State, Zip	
Date	